



PRINTED NAME OF BIDDER

WELDING & LAB GASES

Invitation to Bid No. 120250

Issued: July 23, 2012

PURCHASING BUREAU CONTACT: Roslyn Phillips, Purchaser, 585-428-7042

Bid responses are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, by the date and time indicated, at which time and place all bids will be opened, read and recorded.

BID OPENING: Monday, August 6, 2012 at 11:00 a.m.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following the proposal page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



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1. SCOPE

It is the intention of the City of Rochester to establish a contract for the rental and refilling of gas cylinders with the various gases specified in the Proposal, on an as-needed basis.

2. REQUIREMENTS

2.1 DELIVERY GUARANTEE

The item(s) to be furnished under this contract shall be delivered F.O.B., Ordering Department's Facility, in quantities as requisitioned by that department within three (3) calendar days after receipt of Purchase Order.

2.2 GUARANTEE

Each bidder, by presenting a bid under these specifications, is bound to make positive that all products furnished measure up fully to standards set by the manufacturer and conform to any City, County, State or O.S.H.A. regulations in effect.

3. QUALIFICATION OF BIDDERS

In addition to all items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:

- 3.1 That the bidder has in operation a parts facility adequate for and actively engaged in the services specified hereunder.
- 3.2 That the bidder employs qualified personnel to render prompt, efficient and quality service.
- 3.3 Previous performance under City contracts or contracts of sufficient and comparable size with other customers.

4. PRICE

- 4.1 The unit prices in the Proposal are firm for the term of the contract unless a revision is requested in writing as described in Section 5.
- 4.2 The City is exempt from State Sales and Federal Excise Taxes. This should be considered when quoting discount.
- 4.3 All costs inherent in providing the goods and services described herein, e.g., delivery charges, rental fees, refilling fees, RCC fees, etc., must be figured into the proposed unit prices. The City of Rochester will not pay any additional or separate charges.

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5. REQUEST FOR PRICE CHANGE

- 5.1 Requests for price increases, not to exceed the CPI-Urban, must be submitted with the offer to extend or earlier. The Purchasing Agent will determine whether to extend the contract with the proposed price increase.
- 5.2 Price decreases must be immediately passed on to the City.

6. QUANTITIES

- 6.1 The quantities shown on the Proposal Pages are estimates only and are based on the quantities ordered in the previous year. The contract shall be for the actual quantities ordered during the contract term.
- 6.2 For items where the estimated usage is one or undetermined, the estimated quantity is indicated as "1."
- 6.3 The City reserves the right to advertise for any unanticipated requirements of substantial quantities in the best interests of the City, at the discretion of the Purchasing Agent.
- 6.4 In the event satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternate proposals containing deviations from City specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the Proposal and specifications, as issued.

7. METHOD OF AWARD

The contract award will be made to the lowest responsive and responsible bidder based upon the Total Bid.

8. CONTRACT PERIOD

- 8.1 It is the intention of the City to enter into a contract for a term of one (1) year, commencing September 1, 2012 and ending on August 31, 2013.
- 8.2 The City may extend the contract under the same terms and conditions for up to three (3) additional years from date of expiration, in one (1) year increments, provided such extension is mutually agreeable to both the City and the contractor.

9. REPORT OF PURCHASES

- 9.1 A report of purchases by item is required covering purchases made in the first nine (9) months of the contract. It shall be submitted to the Purchasing Agent during the tenth (10th) month and will be called "Report of Usage."

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- 9.1.1 Contractor-prepared customer profiles which include the above information are acceptable.

9.2 Failure to submit this report may, at the City's option, disqualify the contractor from future bids.

10. INVOICES AND PAYMENT

- 10.1 Payment will be based on any invoice used in the contractor's normal course of business. Payment will not be made, however, unless the invoice is clearly legible and contains at a minimum all of the following information.

- 10.1.1 Accurate item description
- 10.1.2 Catalog number of the item
- 10.1.3 Quantity
- 10.1.4 Unit price per item
- 10.1.5 Net total cost to the City, after discount
- 10.1.6 City contract number
- 10.1.7 Date of delivery
- 10.1.8 Location of delivery

- 10.2 The responsibility to submit a properly completed invoice rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

11. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

12. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 12.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 12.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 12.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

13. REJECTION OF BIDS

- 13.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City of Rochester will be served by such action.
- 13.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.
- 13.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

<u>DESCRIPTION</u>	<u>ESTIMATED UNIT PRICE</u>	<u>x QUANTITIES</u>	<u>= TOTAL</u>
1. Argon #330	\$ _____	1 each	\$ _____
2. Argon (75% Argon, 25% Nitrogen for use with MIG Welder.	\$ _____	6 each	\$ _____
3. Acetylene B	\$ _____	1 each	\$ _____
4. Acetylene #10 MC	\$ _____	15 each	\$ _____
5. Acetylene #40	\$ _____	8 each	\$ _____
6. Acetylene #60	\$ _____	12 each	\$ _____
7. Acetylene 120-125	\$ _____	20 each	\$ _____
8. Oxygen #20	\$ _____	15 each	\$ _____
9. Oxygen #83	\$ _____	20 each	\$ _____
10. Oxygen #122	\$ _____	30 each	\$ _____
11. Oxygen #249	\$ _____	4 each	\$ _____
12. Oxygen #249 (Medical)	\$ _____	25 each	\$ _____
13. Oxygen, Ultra High Purity 99.98%	\$ _____	2 each	\$ _____
14. Carbon Dioxide #20	\$ _____	1 each	\$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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PROPOSAL

<u>DESCRIPTION</u>	<u>ESTIMATED UNIT PRICE</u>	<u>x QUANTITIES</u>	<u>= TOTAL</u>
15. Carbon Dioxide #50, Welding Grade	\$ _____	20 each	\$ _____
16. *Argon (Lab Gas) (Atomic Absorption Grade)	\$ _____	4 each	\$ _____
17. Acetylene (Lab Gas) (Atomic Absorption Grade)	\$ _____	4 each	\$ _____
18. Compressed Air (Lab Gas) (High Pressure)	\$ _____	8 each	\$ _____
19. Carbon Dioxide (Lab Gas) Part #C0250	\$ _____	6 each	\$ _____
20. Nitrogen-R-20 cu. ft.	\$ _____	10 each	\$ _____
21. Nitrogen-Q-76 cu. ft.	\$ _____	10 each	\$ _____
22. Nitrogen-S-142 cu. ft.	\$ _____	10 each	\$ _____
23. Nitrogen 40 cu. Ft	\$ _____	10 each	\$ _____
24 Nitrogen 60 cu. Ft	\$ _____	10 each	\$ _____
TOTAL BID _____			

*Argon Specs (99.996% purity, oxygen < 5 ppm, nitrogen < 20 ppm, water < 4ppm)

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

Is this bid in conformance with specifications? Yes_____ No_____

If answer is "No," bidder must identify and explain each exception taken, and reference must be made to each page and paragraph to which the exception will apply.

It shall be understood that if no exception is taken, the contractor shall supply all materials or services as specified.

Authorized Signature

Typed Name of Authorized Signature

Typed Name of Company

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P R O P O S A L

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone / Fax No. Federal Employer Identification No.

E-mail Address of Recipient of Contract Awards and Extensions

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. _____ Contract Term: _____

Purchasing Agent

Date: _____